

QUESTIONS AND GSA RESPONSES 5

February 28, 2006

213. Buy American Act v. Trade Agreement Act provision: On page I-4 of the RFP, FAR 52.225-1, Buy American Act—Supplies (23), is checked to indicate that this provision shall be incorporated by reference into the contract. Furthermore, on the same page, FAR 52.225-5, Trade Agreements (25), is *not* checked. It is our understanding however that pursuant to FAR 25.4, all contracts with dollar value exceeding \$193,000 should incorporate FAR 52.225-5, Trade Agreements and *not* FAR 52.225-1, Buy American Act—Supplies. Please clarify whether FAR 52.225-5, Trade Agreements (25) should be checked and this incorporated by reference into the contract in lieu of FAR 52.225-1, Buy American Act—Supplies.

GSA RESPONSE: The RFP will be amended to include FAR 52.225-5, Trade Agreements. Clause 52.225-1 remains as stated.

214. Section I, Page I-1, Paragraph I.1.1—The Solicitation incorporates the Clause 52.229-3, Federal, State, and Local Taxes (Apr 2003). Paragraph (b) of the clause states: “The contract price includes all applicable Federal, State and local taxes and duties.” Section C, Paragraph C.2 (SCOPE) of the Solicitation specifies that the scope of this acquisition includes all national and international services necessary for the Government to satisfy its worldwide commercial satellite communications solutions for the life of the contract.: We do not believe that it is possible for Offerors to accurately and adequately anticipate all possible or probable taxes, tariffs, and duties that will be incurred for all possible service locations. We recommend that the Government remove this clause from the Solicitation. One possible solution would be to substitute an alternate clause that provides for bidders to add these as Other Direct Costs, which are outside of the contractors’ control, to the invoiced amount at the time of invoice submittal to the Government.

GSA RESPONSE: Contract(s) will be fixed price. All Federal, state and local and duties are to be included in the price. The RFP remains as stated.

215. Section I, Page I-1, Paragraph I.1.1—The solicitation and the referenced contract clauses in section I, both those incorporated by reference as well as those incorporated by full text, do not appear to address the Universal Service Fund (USF). The USF is a fee, not a tax, that is levied by the United States Government. AS best as we can determine, no provision is made for contractor recovery of the USF as provided for by law. The proper mechanism by which the contractor recovers the USF is unclear for this procurement. Can the Government please advise all Offerors if (a) the entities authorized to purchase services under the anticipated Satcom II contracts are required to pay the USF, and (b) confirm that the USF is not to be included in the Offerors prices but is

to be added to the invoice as separate line item. We request that the Government clarify applicability of the USF as it applies to federal, state, and local government entities authorized to procure products and services under the Satcom II contract. We additionally request that the Government specify how, if applicable, the USF is to be addressed: as a cost that is to be included in the fixed price offered, or as an Other Direct Cost to be added to the invoiced amount at the time of invoicing.

GSA RESPONSE: Contract(s) will be fixed price. For purposes of this contract, USF shall be treated as a tax and included in the price. The RFP remains as stated.

216. Section F, Page F-1, Paragraph F.1—The reference Section refers to “FAR 52.247-34 F.o.b. Designated Air Carrier’s Terminal, Point of Exportation.” Referring to the FAR, clause 52.247-34 is titled “F.o.b Destination.” “Designated Air Carrier’s Terminal, Point of Exportation” is identified as 52.247-43. We believe it was the Government’s intent to refer to “52.247-43 F.o.b. Air Carrier’s Terminal, Point of Exportation.” We request the Government’s concurrence or clarification.

GSA RESPONSE: The Clause 52.247-34 F.o.b. Destination is the correct clause. The RFP will be amended to reflect the proper title.

217. Why does an offeror have to propose Iridium, Globalstar, Immarsat to be able to propose an additional Mobile Satellite Service meeting the requirements in C.3.1.1.1? This prevents an offeror from being able to bid if it does not resell other satellite services.

GSA RESPONSE: The RFP will be amended to consider all Mobile Satellite Service offerings that meet the requirements of C.3.1.1 and C.3.1.1.1. In accordance with FAR Part 12, this change to the RFP does not include an extension of the due date.

218. L.8.3.1 states “Provide a separate form for each contract or task/delivery order for each Service Type offered and each service offered within that Service Type.” Q/A #79 added further clarification. We have several contracts where we provide services in more than one service type and more than one service within service types under one contract. Must we ask our customers to complete multiple past performance sheets for a single contract or may one past performance sheet be submitted addressing all services provided/supported in the Brief Description of Project under each contract? We could clearly show which services a past performance applies to and eliminate the administrative burden of having our customers complete multiple past performances on a contract.

GSA RESPONSE: Please see response to question #169.